

REMARKS FOR AMENDMENTS TO THE SPECIFICATION

There are two minor errors within the specification as published that should be corrected for accuracy and consistency, one of which was incorrect as filed. With respect to para. 0056, as filed, "130" is changed to "139" to not conflict with the use of the reference numeral 130 to describe the electronic device. With respect to para. 0065, as filed, it is noted that "1413" as published should read "I 413" to properly reference the drawings.

REMARKS FOR SUBSTITUTE DRAWINGS

Enclosed herewith are thirteen replacement sheets of substitute drawings in accordance with 37 C.F.R. §§ 1.81, 1.83, and 1.84. It is requested that these new drawings be substituted for the originally filed drawings. The substitute drawings appear as an Appendix following the Remarks in Response to the Office Action.

Several minor errors within the drawings are corrected for accuracy and consistency. With respect to Fig. 9, "58" is changed to "158" to correspond with the specification (see para. 0054, as filed). With respect to Fig. 11, "130" is changed to "139" to not conflict with the use of the reference numeral 130 to describe the electronic device. With respect to Fig. 13, a reference numeral is added pointing to the external system connectors 310, to correspond with the specification (see para. 0062, as filed). With respect to Fig. 14H, the reference numerals 511 and 513 are added to the cover and chassis respectively to correspond with the specification (see para. 0063, as filed).

REMARKS IN RESPONSE TO THE OFFICE ACTION

Applicant thanks the Examiner for review of the present application and notes with appreciation the Examiner's indication that Claims 32-34 are allowed and that Claims 2-9, 11, 12, and 16-21 present allowable subject matter but depend from a rejected base claim. Claims 1-9 and 11-37 are pending in the present application. Claim 10 was previously canceled.

The Office Action of March 22, 2006, rejects Claims 1, 13-15, 22-31, and 35-37. Claims 1, 13-15, 22-23, 25-26, and 35-37 are rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent 5,383,091 to Snell ("the Snell patent"). Claim 24 is rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent Application Publication No. 2005/0022924 to Blackburn ("the Blackburn publication"). Claims 27-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of U.S. Patent 6,701,159 to Powell ("the Powell patent"). Claims 2-9, 11-12, and 16-21 are objected to because they depend on rejected Claim 1.

The Advisory Action of July 10, 2006, indicates that the amendments and remarks filed June 21, 2006, submitted in response to the final Official Action of March 22, 2006, have not been entered because they present additional claims without canceling a corresponding number of finally rejected claims. The Advisory Action also provides notes on a continuation sheet that state, *inter alia*, that "New limitations are introduced by the after final amendment [that] would lead to a 112 problem. For example, 'interlock by said covering overlapping said chassis and said chassis overlapping said cover'. It is not understood by the Examiner as how possible the chassis would overlap the cover."

Applicant hereby submits a Request for Continued Examination with relevant amendments and remarks in this Preliminary Amendment. Applicant provides the following remarks in response to the rejections of the Office Action and in response to the statements of the Advisory Action.

Claim Objections

Claims 2-9, 11-12, and 16-21 are objected to for depending from rejected base Claim 1, but would otherwise be allowable if written in independent form. Applicant has rewritten the objected Claims 2-9, 11-12, and 16-21 as new Claims 39-54 to independently claim the allowable subject matter and to not depend upon rejected base claims. Applicant has also added Claim 38 to rewrite Claim 2 in independent form except that "locking" has been recited instead of "interlocking" to correspond to the relationship between the chassis and cover as originally interpreted by the Examiner. Accordingly, Applicant submits that Claims 38-54 are in condition for allowance.

ADDITIONAL ARGUMENTS PRESENTED FOR THIS
REQUEST FOR CONTINUED EXAMINATION
NOT PREVIOUSLY PRESENTED ON JUNE 21, 2006

In addition to the arguments below that were previously presented but have not been entered, Applicant presents the following additional arguments.

Although Applicant presents arguments below to traverse the rejections of Claims 1, 13-15, 22-23, 25-26, and 35-37, in the interest of expediting the prosecution of the application, Applicant has amended Claims 1 and 22 to more clearly point out and distinctly claim the subject matter which Applicant regards as the invention, particularly to define the claim limitation of "interlocking." Rather than the language "wherein said chassis and said covering are adapted to interlock by said covering overlapping said chassis and said chassis overlapping said cover" which was previously presented in the Amendment After Final on June 21, 2006, and which the Examiner indicates in the Advisory Action as not being understood, Applicant has presently amended Claim 1 to further recite

"wherein a portion of said covering defines a cavity adapted to receive a portion of said chassis, and wherein said chassis and said covering are adapted to interlock by said covering overlapping said chassis and said portion of said chassis being disposed in said cavity of said covering,"

and Applicant has presently amended Claim 22 to further recite

"wherein said cover is adapted to overlap said interlocking chassis, and wherein a portion of said cover defines a cavity adapted to receive a portion of said chassis such that said portion of said interlocking chassis is disposed in said cavity of said cover."

Applicant submits that this newly amended language is fully supported by the specification, such as shown in each of Figures 12, 13, 14D-14H, and particularly points out and distinctly claims the subject matter which Applicant regards as the invention.

APPLICANT'S ARGUMENTS
PREVIOUSLY PRESENTED ON JUNE 21, 2006

Rejections under 35 U.S.C. § 102

The Office Action rejects Claims 1, 13-15, 22-23, 25-26, and 35-37 under 35 U.S.C. § 102(e) as being anticipated by the Snell patent. Regarding the § 102 rejections, the Snell patent relates to a removable grip and protective casing for use with hand-held telecommunications devices such as cellular telephones. The Snell patent discloses a casing 20 formed from elastomeric material which uses a

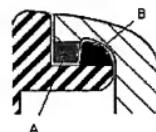
securement member 23 to fasten to a recess area 22 in the chassis of the phone 10. The securement member and recess area can define a continuous locking perimeter (col. 2, ln. 61-65).

Applicant respectfully traverses the rejections of Claims 1, 13-15, 22-23, 25-26, and 35-37. Applicant submits that the Snell patent does not teach that the cover is *interlocking* and designed to *interlock* with the chassis. The application as filed provides support for the assertion that the cover and chassis must overlap. In particular, this is clearly shown in all of Figures 14E-14H. Further, the term “*interlocking*,” as opposed to just “*locking*,” was chosen because it refers to overlapping relationships between bodies such as those shown in Figures 14E-14H. Accordingly, Applicant submits that the Snell patent does not anticipate the invention. The Snell patent only teaches a simple locking relationship wherein the cover 23 extends into the recess 22 in the chassis, but the chassis does not extend into the cover 23. The following annotated diagrams demonstrate the difference between a locking relationship as taught by the Snell patent, and an interlocking relationship as taught in the invention:

Fig. 6: The Snell patent teaches only that the cover and chassis lock, which means that the cover (see section A) extends into a recess in the chassis, but the chassis does *not* extend into a recess in the cover.



Fig. 14E: The invention claims that the cover and chassis interlock, which means that the cover (see section A) extends into a recess in the chassis, *and* the chassis (see section B) extends into a recess in the cover.



Applicant submits that as the Snell patent does not teach the interlocking relationship, it does not anticipate the invention. However, as discussed above, in the interest of expediting the prosecution of the application, Applicant has amended independent Claims 1 and 22 to more clearly define the limitations of the claims. Accordingly, for each of these reasons, Applicant submits that Claims 1 and 22 and each of the claims depending therefrom are in condition for allowance.

Further, Claim 22 is traversed for an additional reason. The Office Action cites to the Abstract, col. 2, lines 47-50, and col. 3, lines 14-23 of the Snell patent in the rejection of Claim 22. It appears that the Office Action does not apply the Snell patent so as to anticipate the invention of Claim 22 as the prongs 25 of the Snell patent do not define a locking *edge*. Thus, applicant respectfully submits that Claim 22 is allowable for this additional reason.

As to Claims 13-15, 23, 25-26, and 35-37, Applicant submits that the arguments and amendments presented above make each claim allowable. However, many of the remaining claims are traversed for additional reasons. As to Claims 13-15, Applicant submits that it is clear from Fig. 6 of the Snell patent that securing member 23 does not define a concave or convex surface with recess area 22. This is because the walls of the recess 22 extend at angles from the surface of the chassis instead of forming curves.

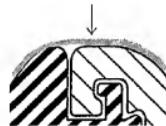
Snell Fig. 6 shows that the securing member and recess interact at angles as opposed to curves.



The invention shows a concave surface in Fig. 14G.



The invention shows a convex surface in Fig. 14H.



Further, Applicant submits that the securing member 23 does not form a *ridge at the intersection* of the securing member 23 and the recess 22. Instead, the Snell patent teaches an angled transition at the intersection of the securing member 23 and the recess 22, on a portion of the chassis. The annotated portion of Fig. 4 of the Snell patent below shows the gap between the intersection and end of the angled transition as taught by the Snell patent. Further, Applicant submits that the angled transition taught by the Snell patent does not anticipate the ridge as defined in the specification as an abrupt surface change.



As to Claim 23, Applicant traverses the rejection for the additional reason that Applicant believes that the display screen 12 is not part of the membrane. Applicant submits that Claim 23 is allowable for this additional reason. As to Claims 25 and 26, Applicant traverses the rejections for the additional reason that Applicant believes that the Snell patent does not teach a void or display window *through* the membrane. Applicant submits that Claims 25 and 26 are allowable for this additional reason. As to Claim 37, Applicant traverses the rejection for the additional reason that Applicant believes the Snell patent does not disclose that the chassis and cover define a single curve or plane. As is clear from Fig. 4, the casing 20 approaches the chassis at an angle. Applicant submits that Claim 37 is allowable for this additional reason.

Rejections under 35 U.S.C. § 103(a)

The Office Action rejects Claim 24 under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of the Blackburn publication. Claims 27-31 are rejected under 35 U.S.C. § 103(a) as being unpatentable over the Snell patent in view of the Powell patent. Regarding the § 103(a) rejections, the Powell patent relates to a jacket for a cellular phone. A protective enclosure 10 fits around a cell phone 12. The protective enclosure 10 includes an elongated rectangular opening 34 which allows viewing of the monitor 24 and access to the keypad 26.

Applicant submits that each of Claims 24 and 27-31 are allowable for the reasons presented above relating to the Snell Patent. Applicant also respectfully traverses the rejection of Claims 27-31 separately. Applicant submits that the Powell patent teaches a numeric keypad 26, but does not teach that it is part of a body cover comprising a membrane. Further, Applicant submits that the Snell patent expressly teaches away from covering the front operational areas of the phone (see Abstract). Therefore, Applicant respectfully submits that Claims 27-31 are allowable for these additional reasons.

In view of the remarks presented above with respect to rejected Claims 1, 13-15, 22-31, and 35-37, Applicant submits that independent Claims 1 and 22 and each of the dependent Claims 13-15, 23-31 and 35-37 are in condition for allowance. Further, Applicant submits that objected to Claims 2-9, 11-12, and 16-21 are also in condition for allowance due to their ultimate dependency on Claim 1. Applicant believes that Claim 38 is also in condition for allowance. Applicant submits that the amendments herein and remarks presented above traverse the rejections of the Office Action of March 22, 2006.

Conclusion

In view of the remarks presented above, Applicant submits that all of the pending Claims 1-9 and 11-54 of the present application are in condition for allowance. Accordingly, entry of the amendments and allowance of the application are respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are

Appl No.: 10/734,388
Amdt. Dated: August 18, 2006
Response to Office Action of March 22, 2006

hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



Christopher J. Gegg
Registration No. 50,857

CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111
LEGAL02/30053193v1

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON AUGUST 18, 2006.